

RECORDATION NO. 18210

FILED 1425

3-117A100

APR 27 1993 3:15 PM



April 26, 1993

INTERSTATE COMMERCE COMMISSION 18210 FILED 1425

APR 27 1993 3:15 PM

Norwest Equipment Finance, Inc.  
Suite 300  
Investors Building  
733 Marquette Avenue  
Minneapolis, Minnesota 55479-2048  
612/667-9876

Ms Mildred Lee INTERSTATE COMMERCE COMMISSION  
Interstate Commerce Commission  
Office of the Secretary  
Recordations Units, Room 2303  
12th & Constitution Avenue N W  
Washington, DC 20423

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INTERSTATE COMMERCE COMMISSION

Dear Ms Lee

INTERSTATE COMMERCE COMMISSION

Enclosed please find four transactions for filing with the ICC pertaining to 20 railcars I would like each document filed in the order specified below I will list the parties, and their addresses, involved in each transaction and the corresponding document

1) A **Bill of Sale** for the cars sold to Rocky Mountain Transportation Services, Inc , 6596 S Dayton, Suite 2000, Englewood, CO 80111, by Home Oil Company LTD , 1600 Home Oil Tower, 324 Eighth Avenue S W , Calgary, Alberta T2P 2Z5

2) A **Rider to Car Lease** between Rocky Mountain Transportation Services, Inc , 6596 S Dayton, Suite 2000, Englewood, CO 80111, and the lessee, Western Gas Resources, Inc , 12200 Pecos Street, Denver, Co 80234

3) A **Security Agreement** for Equipment Loan between Norwest Equipment Finance, Inc , 733 Marquette Avenue, Suite 300, Minneapolis, MN 55479-2048 and Rocky Mountain Transportation Services, Inc , 6595 S Dayton, Suite 2000, Englewood, CO 80111

4) An **Assignment of Leases and Subleases** assigning interest to Norwest Equipment Finance, Inc , 733 Marquette Avenue, Suite 300, Minneapolis, MN 55479-2048 by Rocky Mountain Transportation Services, Inc , 6595 S Dayton, Suite 2000, Englewood, CO 80111

Please record the above listed documents I have enclosed a check in the amount of \$64 00 (\$16 00 for each document to be filed) If you should have any questions please do not hesitate to call me at 612/667-9836. Thank-you very much for your assistance

Sincerely,

Lisa K Lenton  
Contract Administrator

**ASSIGNMENT OF LEASES AND SUBLEASES**

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INTERSTATE COMMERCE COMMISSION

This assignment dated as of March 22, 1993 by Rocky Mountain Transportation Services, Inc. (the "Customer") in favor of Norwest Equipment Finance, Inc. ("NEFI")

WHEREAS NEFI has financed certain equipment (the "Equipment") for the Customer by way of the following described promissory note (the "Contract")

A Promissory Note dated March 22, 1993 between Norwest Equipment Finance, Inc. as Secured Party and Rocky Mountain Transportation Services, Inc. as Debtor

WHEREAS the Customer has leased the Equipment to Western Gas Resources, Inc. pursuant to the following described lease

A Car Leasing Agreement dated April 1, 1987 as supplemented by Rider No.4 dated March 18, 1993 between Rocky Mountain Transportation Services, Inc. as Lessor and Western Gas Resources, Inc. as Lessee.

WHEREAS the foregoing lease and each and every other lease of the Equipment that the Customer may in the future enter into as lessor with its customer as lessee is referred to herein as a "Rental Agreement" and the lessee under such Rental Agreement is referred to herein as the "User"

NOW THEREFORE as security for the payment and performance of the Contract, the Customer hereby assigns to NEFI, and grants NEFI a security interest in, each Rental Agreement and all of the Customer's rights to payment and all other rights thereunder, including the right to exercise the Customer's rights and remedies upon a default thereunder, together with proceeds of any and all of the foregoing. Upon default in the Contract, NEFI shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in Minnesota

1 The Customer acknowledges and agrees that NEFI's security interest in the Equipment and its rights under the Contract are and shall at all times remain superior to the Customer's interest as lessor and to the User's interest as lessee of the Equipment under each Rental Agreement. The Customer agrees to obtain each User's acknowledgment that NEFI's interest in the Equipment is superior to the User's

2 Customer shall notify the User that the Rental Agreement has been assigned to NEFI for security. NEFI will invoice the User for monthly rental charges plus applicable sales/use taxes payable under the Rental Agreement. Such invoice will direct the User to pay said rental charges to

Assignment of Leases and Subleases

Rocky Mountain Transportation Services, Inc

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NEFI Upon NEFI's receipt of good funds, NEFI shall remit to Customer the portion of the monthly rental charges received by NEFI which is in excess of amount due NEFI under the Contract. All rental charges received by Customer after the User is notified of the assignment to NEFI shall be received and held by Customer in trust for NEFI and shall be delivered to NEFI immediately upon receipt thereof by Customer in the same form as received except for Customer's endorsement when necessary. Customer hereby appoints NEFI as Customer's attorney-in-fact for the purpose of endorsing Customer's name to all checks and other instruments representing payment under the Rental Agreement. Such power of attorney is coupled with an interest and is irrevocable.

3 The Customer agrees to deliver to NEFI the original of Rider No 4 and a copy of Car Leasing Agreement No 07105 certified as true and correct by an officer of Customer. The Customer will permit NEFI to stamp each Rental Agreement left in the Customer's possession with a legend reflecting NEFI's interest therein.

4 Upon request by NEFI, the Customer will prepare, have signed, and file a financing statement naming the User as debtor and the Customer as secured party in the case of nonmotor vehicle Equipment, and assign the same to NEFI.

5 NEFI may sign this Assignment if it chooses, but this Agreement shall be effective and enforceable against the Customer if signed by the Customer even though not signed by NEFI. Upon delivery to NEFI, this Assignment shall constitute an agreement between the Customer and NEFI.

6 NEFI does not assume and shall have no liability to pay or perform any of the obligations of the Customer under any Rental Agreement.

7 This Assignment shall be binding upon and inure to the benefit of the successors and assigns of NEFI and the Customer. NEFI may assign its rights under this Agreement without notice to or the consent of the Customer.

Dated March 22, 19 93

Rocky Mountain Transportation Services, Inc

By William S. Forrest

Its President

Norwest Equipment Finance, Inc

By Judy L. VanDriel

Its Contract Admin Mgr.

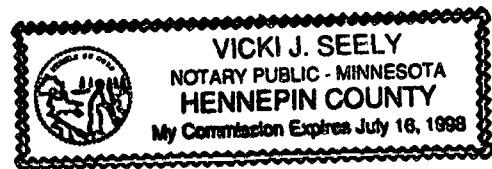
ACKNOWLEDGEMENT TO ASSIGNMENT OF LEASES AND SUBLEASES  
BETWEEN NORWEST EQUIPMENT FINANCE, INC AS SECURED PARTY  
AND ROCKY MOUNTAIN TRANSPORTATION SERVICES, INC AS BORROWER

STATE OF MINNESOTA  
COUNTY OF HENNEPIN ss:

The foregoing instrument was acknowledged before me this 1st day of  
April, 1993 by Judy I. Van Osdel, the Contract Admin. Mgr.  
of Norwest Equipment Finance, Inc. a Minnesota corporation on behalf of said  
corporation

Vicki J. Seely  
Signature of Notary Public  
My commission expires 7-16-98

(Notarial seal)



STATE OF COLORADO  
COUNTY OF Arapahoe, ss:

The foregoing instrument was acknowledged before me this 23rd day of  
March, 1993 by William G. Forrest, the President  
of Rocky Mountain Transportation Services, Inc. a Colorado corporation on behalf of  
said corporation.

Deborah E. Rachtke  
Signature of Notary Public  
My commission expires AUGUST 09, 1995

(Notarial seal)

